

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOLE SOURCE PURCHASE WITH TELEDYNE ISCO INC. FOR FLOW METERING EQUIPMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$673,164.00); ALL CONTRACT WORK SHALL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$606,500.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316001 (EQUIPMENT \$1,000-\$4,999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; \$66,664.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316002 (EQUIPMENT \$0-\$999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; AND FOR OTHER PURPOSES.

WHEREAS, The Department of Watershed Management desires to transition its remote flow monitoring services into the Bureau of Watershed Protection by replacing aged equipment currently deployed in the collection system and integrate the contracted service providers monitoring stations into the Department's existing network and database; and

WHEREAS, Teledyne ISCO Inc. is the sole supplier of ISCO automatic wastewater sampling and flow meter products; and

WHEREAS, the Chief Procurement Officer has Authorized a sole source procurement in accordance with the City of Atlanta Code of Ordinances Section 2-1191; and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement recommend that a sole source purchase be awarded to Teledyne ISCO, Inc. for flow metering equipment in an amount not exceed Six Hundred Seventy-Three Thousand One Hundred Sixty-Four Dollars and No Cents (\$673,164.00).

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a sole source purchase with Teledyne ISCO, Inc. for flow metering equipment on behalf of the Department of Watershed Management in an amount not to exceed Six Hundred Seventy-Three Thousand One Hundred Sixty-Four Dollars and No Cents (\$673,164.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the Contract for execution by the Mayor.

amounts: \$606,500.00 - 5051 (Water And Wastewater Revenue Fund) 170603 (DWM Industrial Wastewater Monitoring) 5316001 (Equipment \$1,000-4,999) 7210000 (Protective Inspection Administration); \$66,664.00 - 5051 (Water And Wastewater Revenue Fund) 170603 (DWM Industrial Wastewater Monitoring) 5316002 (Equipment \$0-999) 7210000 (Protective Inspection Administration).

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

For Legislative Counsel Use Only

_____ Date Received _____ Complete _____ Incomplete (Date returned: _____)

_____ Date of Department Consultation _____ Date of Finance Department Consultation

Commissioner Notified: ____ Yes ____ No If No, Why? _____

Legislation Required

____ Yes ____ No

Legislation Type

____ Resolution ____ Ordinance

Amends the Code

____ Yes ____ No

Blueback Prepared

____ Yes ____ No

Commissioner Signature _____

Council Members Only:

Authority to speak to Subject Matter Attorney ____ Yes ____ No

Authority to speak to Department ____ Yes ____ No

Date Submitted: August 17, 2009

Department Submitting Request: Watershed Management

Person Submitting Request: Lawrence Hall Extension: 6151

Bureau/Division Manager: Sally Mills, Deputy Commissioner, DWM
Extension: 1298

Requesting preliminary meeting with Legislative Counsel attorney? ☐ Yes ☒ No

Subject Matter of the Meeting _____

Cycle Number/Requested Full Council Date (not earlier than 4 weeks from date of submission):

Cycle 15 (September 15, 2009)

If this must be submitted to Council in fewer than 4 weeks explain why. Please identify consequences if legislation is not submitted for requested cycle. Also, if applicable, please state why the Legislative Request Form was submitted after the Cycle deadline. All non-conforming requests must have Commissioner approval.

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

Part I: Legislative Request Form:

Instructions: Please answer all questions fully before submitting. Attach additional pages if necessary. All requests for legislation must have approval of a manager prior to submission. All incomplete requests will be returned. Send request via electronic mail to Legislative Counsel. No hard copies will be accepted. Please refer to attached deadlines for the relevant Chief of Staff submission guidelines.

1. **Legislation Name/Project Name:** Teledyne ISCO Sole Source purchase in an amount not to exceed \$673,164.00.

2. **What is the purpose of this legislation? (check one)**

- ☐ Accept a grant or donation [If so, is a matching grant required?] ☐ Yes ☐ No
- ☐ Amend budget
- ☐ Amend Code of Ordinances
- ☐ Amend Contract
- ☐ Anticipate funds
- ☐ Appropriate funds
- ☐ Apply for a grant or donation
- ☒ Authorize/renew Contract
- ☐ Fines/penalties
- ☐ Human Resources related
- ☐ Make a purchase
- ☒ New project
- ☐ Procuring goods
- ☐ Procuring services
- ☐ Other, please explain

- ☐ If this legislation is to award/amend/renew a contract, please provide the following:
Expiration date of contract: New Project
Contract Term (months/yr): One time purchase

3. **Can the purpose of this legislative request be accomplished administratively?**

- ☐ Yes ☒ No ☐ I Don't Know

4. **Please explain and estimate any financial impact on the City or your Department.**

- ☐ Will there be a fee or charge assessed by the City?
- ☐ If so, how much?
 - ☐ How was the fee or charge determined?
 - ☐ Will revenue be generated for the City?

LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION

Please remember to contact Human Resources if this request involves personnel changes (ex. Reclassification, New Hires, Termination, etc.

5. If there has been previous or similar legislation, please describe and cite the relevant legislation (e.g., 04-R-0001).

6. Is this a computer/technology purchase? ☒ Yes ☐ No

If so, please forward ISR (Information System Hardware/Software Request) along with a copy of this Legislative Request Form via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Please forward any additional pertinent or supporting documents (e.g. contracts, exhibits, requisitions, copies of any old ordinances/resolutions pertaining to this issue, etc.) along with a copy of this Legislative Request Form and legislative white paper via email to legislative_counsel or via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance/Executive

Caption:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOLE SOURCE PURCHASE WITH TELEDYNE ISCO INC. FOR FLOW METERING EQUIPMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$673,164.00); ALL CONTRACT WORK SHALL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$606,500.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316001 (EQUIPMENT \$1,000-\$4,999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; \$66,664.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316002 (EQUIPMENT \$0-\$999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; AND FOR OTHER PURPOSES.

Council Meeting Date: September 8, 2009

Requesting Dept.: Watershed Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

To enter into a contractual agreement with Teledyne ISCO Inc. for Sole Source purchase in an amount not to exceed \$673,164.00.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The Bureau's Remote Monitoring program has been tasked with transitioning the flow monitoring service to in house. In order for this transition to be successful, we will need to replace the proprietary, old equipment currently deployed in the collection system and integrate the contracted service providers monitoring stations into our existing

network and database. Teledyne ISCO Inc. is the sole supplier of ISCO automatic wastewater sampling and flow meter products.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:** 6
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** One time purchase

4. Fund Account Center (Ex. Name and number): \$673,164.00

FDOA ACCOUNT 5051-WATER AND WASTEWATER REVENUE FUND

DEPT. ORG: 170603-DWM INDUSTRIAL WASTEWATER MONITORING ACCOUNT: 5316001 - EQUIPMENT (\$1,000-4,999) 7210000: PROTECTIVE INSPECTION ADMINISTRATION in the amount of \$606,500.00 out of FY2010 funds.

FDOA ACCOUNT 5051-WATER AND WASTEWATER REVENUE FUND

DEPT. ORG: 170603-DWM INDUSTRIAL WASTEWATER MONITORING ACCOUNT: 5316002 - EQUIPMENT (\$0-999) 7210000: PROTECTIVE INSPECTION ADMINISTRATION in the amount of \$66,664.00 out of FY2010 funds.

Fund: _____ Account: _____ Center: _____

5. Source of Funds: *Example: Local Assistance Grant*

7. Fiscal Impact:

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: Revenue Fund

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.***
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.***

This Legislative Request Form Was Prepared By: Lawrence Hall

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Vendor S.S.
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CITY OF ATLANTA
DEPT. OF PROCUREMENT

09 AUG -5 AM 9:59

SHIRLEY FRANKLIN
MAYOR

CITY OF ATLANTA

55 TRINITY AVENUE, SW, SUITE 5400, SOUTH BLDG.
ATLANTA, GEORGIA 30303-0324
OFFICE (404) 330-6081
FAX (404) 658-7194

DEPARTMENT OF
WATERSHED MANAGEMENT

ROBERT J. HUNTER
Commissioner

August 4, 2009

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Robert J. Hunter, Commissioner
Department of Watershed Management

SUBJECT: Request for Sole Source for Teledyne ISCO Flow Meter & Rain Gauge

Sole Source Justification is stated below:

The Bureau's Remote Monitoring program has been tasked with transitioning the flow monitoring service to in house. In order for this transition to be successful, we will need to replace the proprietary, old equipment currently deployed in the collection system and integrate the contracted service providers monitoring stations into our existing network and database. Teledyne ISCO Inc. is the sole supplier of ISCO automatic wastewater sampling and flow meter products.

To be charged to:

FDOA ACCOUNT 5051-WATER AND WASTEWATER REVENUE FUND
DEPT. ORG: 170603-DWM INDUSTRIAL WASTEWATER MONITORING ACCOUNT: 5316001 -
EQUIPMENT (\$1,000-4,999) 7210000: PROTECTIVE INSPECTION ADMINISTRATION in the
amount of \$606,500.00 out of FY2010 funds.

FDOA ACCOUNT 5051-WATER AND WASTEWATER REVENUE FUND
DEPT. ORG: 170603-DWM INDUSTRIAL WASTEWATER MONITORING ACCOUNT: 5316002 -
EQUIPMENT (\$0-999) 7210000: PROTECTIVE INSPECTION ADMINISTRATION in the amount
of \$66,664.00 out of FY2010 funds.

If you have any questions please contact Lawrence Hall, Departmental Contracting Officer, at (404) 330-6151.

Thank you for your assistance in this matter.

cc: Shelia Pierce, Deputy Commissioner, DWM
Sally Mills, Deputy Commissioner, DWM
Cathy Martin, Deputy Chief Procurement Officer, DOP

Lawrence Hall, Departmental Contracting Officer, DWM
Maisha Land, Legislative Liaison, DWM
Theresa Stewart, Legislative Counsel, DOL



CITY OF ATLANTA

Shirley Franklin
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPB
Chief Procurement Officer
asmith@atlantaga.gov

August 18, 2009

SOLE SOURCE PROCUREMENT CERTIFICATION

This sole source request is made for Teledyne ISCO, Inc. to provide ISCO Flow Meter and Rain Gauge products for the City of Atlanta, Department of Watershed Management.

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Sole Source Procurement, my findings are the following:

1. Teledyne Isco, Inc. is a leading manufacturer and supplier of rugged, reliable in-plant and field-portable instruments for monitoring water quality and pollution. Isco environmental products include refrigerated and portable automatic wastewater samplers; open-channel flow meters with acoustic-doppler area velocity, ultrasonic, bubbler, and submerged probe measurement technologies; and Flowlink® software for comprehensive flow data handling and analysis. Communication options including GSM cellular modem, 2-way radio, and Modbus provide information delivery solutions for a wide range of site and project requirements.
2. Teledyne Isco manufactures a wide range of products for professionals working in water pollution monitoring and abatement, engineers and managers involved with wastewater process control, and scientists involved in field and laboratory work. Our products are engineered and built to increase the productivity of professionals in the field, factory, and in the laboratory.
3. Teledyne ISCO is located at – 4700 Superior Street, P.O. Box 82531, Lincoln, NE 68501.

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1137 of the City of Atlanta Code of Ordinances, do hereby approve, direct and authorize the sole source procurement for Budget Year 2010:

Teledyne Isco, Inc. to provide ISCO Flow Meter and Rain Gauge products for the City of Atlanta, Department of Watershed Management..

A handwritten signature in black ink, appearing to read "Adam L. Smith".
Adam L. Smith

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Watershed Management with Teledyne ISCO, Inc. in an amount not to exceed six hundred seventy-three thousand one hundred sixty four dollars and no cents (\$673,164.00). All contract work shall be charged to and paid from fund account and center number: \$606,500.00 - 5051 (Water & Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316001 (Equipment \$1,000-\$4,999), 7210000 (Protective Inspection Administration); \$66,664.00 – 5051 (Water and Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316002 (Equipment \$0-999), 7210000 (Protective Inspection Administration).

Council Meeting Date:

September 8, 2009

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize in Pursuant to City Code Section 2-1191 (Sole Source Procurement), purchase with Teledyne ISCO, Inc. for flow metering equipment on behalf of the Department of Watershed Management in the amount not to exceed six hundred seventy three thousand one hundred sixty four dollars and no cents (\$673,164.00). All contract work shall be charged to and paid from fund account and center number: \$606,500.00 -5051 (Water & Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316001 (Equipment \$1,000-\$4,999), 7210000 (Protective Inspection Administration); \$66,664.00 – 5051 (Water and Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316002 (Equipment \$0-999), 7210000 (Protective Inspection Administration).

Requesting Department:

Department of Watershed Management

Contract Type:

N/A

Source Selection:

Pursuant to City Code Section 2-1191 (Sole Source Procurement)

Bids/Proposals Due:	N/A
Invitations Issued:	N/A
Number of Bids/ Proposals Received:	N/A
Bidders/Proponents:	N/A
Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	\$606,500.00 - 5051 (Water & Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316001 (Equipment \$1,000-\$4,999), 7210000 (Protective Inspection Administration); \$66,664.00 – 5051 (Water and Wastewater Revenue Fund), 170603 (DWM Industrial Wastewater Monitoring), 5316002 (Equipment \$0-999), 7210000 (Protective Inspection Administration).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval: DOF: DOL:	
Prepared By:	Annette Pellum
Contact Number:	404.330.6273



CITY OF ATLANTA

SHIRLEY FRANKLIN
MAYOR

Bureau of Watershed Protection
263 Decatur Street
Atlanta, Georgia 30312
Office 404-546-1305

Department Of
Watershed Management
Robert J. Hunter
Commissioner

To: Sheila C. Pierce, Deputy Commissioner
Department of Watershed Management

From: Sarah Mills, Deputy Commissioner *[Signature]*
Department of Watershed Management

Subject: Teledyne ISCO Flow Meter and Rain Gauge purchase

Date: July 20, 2009

The Bureau of Watershed Protection is in need of assistance in procuring replacement flow metering equipment from Teledyne ISCO. This will be a onetime sole source purchase. The Bureau's Remote Monitoring program has been tasked with transitioning the flow monitoring service to in house. In order for this transition to be successful, we will need to replace the proprietary, antiquated equipment currently deployed in the collection system and integrate the contracted service providers monitoring stations into our existing network and database.

In our opinion the scope and budget remain appropriate for the project and it is recommended that it be submitted to the Department of Procurement for authorization by the Mayor and City Council.

It is recommended that the Resolution authorizing the work include language that the work is authorized in an amount not to exceed \$673,164.00. Funding shall be from cost center 170603 5051, acct # 5316002, 5316001, 5316012 and 5052, 5317003 and funds for this project are budgeted in FY2010. If you have any questions or need any additional information please let me know.

cc: Tracy A. Hillick
Patrick Woodall

DEPT. OF WATERSHED MGT.
09 JUL 29 PM 3:55
BUREAU OF MANAGEMENT

5

QUOTATION

QUOTATION NUMBER
(PLEASE REFER TO THIS NUMBER WHEN ORDERING)

ISC- 137105

DATE 7/21/2009

REFERENCE

2100 Series/ADFM

This document is offered on the express condition that the terms stated below and on the attached are the exclusive terms and conditions of any resulting transaction.

Patrick Woodall
City of Atlanta
263 Decatur Street, 2nd Floor
Atlanta GA 30312

PLEASE ADDRESS PURCHASE ORDER TO:

Teledyne Isco

4700 Superior Street
Lincoln, NE 68504-1398

Phone 800-228-4373 Fax 402-465-3022

Phone 404-546-1354 Fax

Item	Quantity	Catalog Number	Description	Unit Price	Total Price
1	85	682050002	2150 Flow Module with 2191 Battery Module. Includes area/velocity sensor with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable, 2 battery holders, and carrying handle with suspension strap. Also includes instruction manual and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately).	3032.00	257720.00
2	85	682000061	2100 Series GSM Cell Phone Package with bolt-on manhole antenna. Provided as a stack-on module. GSM cellular telephone service provided and paid for by customer. Provides wireless dial-up and download with text message alarming. Powered from the module stack. Before ordering, contact the factory and confirm that compatible GSM service is available in the intended region.	1916.00	162860.00
3	12	602004507	USB Communication Cable, 10 ft (3 m). Connects 2100 Series Module top connector to PC with USB connector.	166.40	1996.80
4	12	602004508	USB Communication Cable, 10 ft (3 m). Connects 4200 Series Flow Meters and 6700 Series samplers to PC with USB connector.	160.00	1920.00
5	12	607004057	RS232 Communication Cable, 10 ft. (3 m). Connects accQmin, ADFM Box, or ADFM Canister with Amp connectors to PC with 9-pin serial port connector.	56.80	681.60
6	20	692004583	2105 to 674 Rain Gauge interconnect cable. This 10 inch cable has a 12-pin connector that connects to the 2105 module. The other end of the cable has a 4-pin connector that mates to the cable supplied with a 674 Rain Gauge.	83.20	1664.00
7	13	692004589	2105 to 9-pin standard ADFM system (canister) Y-cable. The common end of this Y-cable has a 12-pin connector that connects to the 2105 module. The 25 ft. leg of this cable has a 9-pin connector that mates to a standard ADFM system (canister). The 10-inch leg of this cable replicates the 12-pin 2105 connector to support other interface connections.	196.00	2548.00

Item	Quantity	Catalog Number	Description	Unit Price	Total Price
8	4	683000965	Model 965 Five-Station Battery Charger with North America 120 VAC power cord. Powered by 120 or 240 VAC, 50/60 Hz (user-switched). UL listed. Charges five Isco 934 Nickel-Cadmium Batteries, or five Isco 946 or 947 Lead-Acid Batteries, simultaneously.	384.00	1536.00
9	1	682540277	Flowlink Pro software, five client licenses. Supplied on CD-ROM. For retrieving flow, rainfall, parameter and sample data from Isco 2100 Series Modules and 2100 Field Wizard, 4100 Series Flow Loggers, 4200 Series Flow Meters, Pulsed Doppler Flow Meters, 6700 Series Samplers, 676 and 677 Logging Rain Gauge Systems, and 581 Rapid Transfer Device. Stores data in a Microsoft SQL or Oracle central database and generates a variety of graphs and tables from stored data. Data can also be exported in ASCII format for analysis by programs such as Microsoft Excel, HTML format for viewing in a web browser, and PDF format for viewing in Adobe Reader. Server software to support central database connections, pushed instrument data, server alarms, and web display of data. Flowlink Server operates on Windows Server 2003. Enterprise database software required but not included.	5596.00	5596.00
10	1	682540271	Flowlink Pro Software, one additional client license.	1196.00	1196.00
11	18	682000067	2105G Network Interface Module with built-in GSM/GPRS cellular modem. Includes manhole-mounted antenna and module maintenance kit.	2616.00	47088.00
12	6	602004430	2150 Area Velocity Sensor Simulator. This test plug connects to module in place of A/V sensor and provides simulated data to the 2150 module.	244.00	1464.00
13	15	602004135	Area/velocity sensor for 2150 Flow Module with 10 ft. (3 m) level measurement range and 33 ft. (10 m) cable. Contact the factory for cable lengths up to 75 ft. (23 m).	688.00	10320.00
14	10	602004546	Area/velocity sensor for 2150 Flow Module with 10 ft. (3 m) level measurement range and 50 ft. (15 m) cable.	728.00	7280.00
15	85	605314429	2100 non-Isco Battery Connect Cable. Built to length of 25 ft., \$247.50 + \$1.10 per ft. Maximum length is 25 ft. For connection of 2100, via bottom connector, to customer supplied deep cycle battery. Not for use with 2108, see #605314456 if 2108 is part of the application.	220.00	18700.00
16	2	607004004	ADFM sensor with 15 m (49 ft.) cable.	8721.00	17442.00
17	10	682000027	2110 Ultrasonic Flow Module with 5 ft. (1.5m) level measurement range and 30 ft. (10m) cable, 2191 battery module and in-pipe mount. Also includes instruction manual and coupon for free Isco Open Channel Flow Measurement Handbook.	2740.00	27400.00

Item	Quantity	Catalog Number	Description	Unit Price	Total Price
18	2	603204012	Street Level Installation Tool Multi-section pole. Includes one 2-1/2 ft. pole section with adapter for attaching mounting ring, six 2-1/2 ft. pole sections, and instruction manual.	444.00	888.00
19	4	603204017	Street Level Installation Tool Mounting Ring for 12 inch diameter pipe. Includes strap.	147.20	588.80
20	4	603204018	Street Level Installation Tool Mounting Ring for 15 inch diameter pipe. Includes strap.	147.20	588.80
21	10	683000042	Scissors Ring for 16 inch to 23 inch diameter pipes. Includes base section, scissors mechanism, and one pair of 7.5 inch extensions.	324.00	3240.00
22	16	683000043	Scissors Ring for 16 inch to 36 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, and one pair of 20 inch extensions.	404.00	6464.00
23	8	683000044	Scissors Ring for 39 inch to 43 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, and one pair of 30 inch extensions.	428.00	3424.00
24	8	683000045	Scissors Ring for 45 inch to 49 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, and one pair of 40 inch extensions.	444.00	3552.00
25	6	683000061	Scissors Ring for 50 inch to 54 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, one pair of 20 inch extensions, and one pair of 30 inch extensions.	484.00	2904.00
26	13	683000048	Scissors Ring for 16 inch to 80 inch diameter pipes. Includes base section, scissors mechanism, one pair of 7.5 inch extensions, one pair of 20 inch extensions, one pair of 30 inch extensions, and one pair of 40 inch extensions.	632.00	8216.00
27	17	683000063	Partial ring for 54 inch and larger pipes. Includes base section, one pair of 20 inch extensions, one pair of 30 inch extensions, and one pair of 40 inch extensions.	368.00	6256.00
28	2	607613003	ADFM/accQmin Sensor Channel Mounting Plate.	81.60	163.20
29	85	603204029	Sensor carrier for attaching Low Profile Area Velocity Sensor to Isco Mounting Rings.	29.60	2516.00
30	75	602004565	External magnetic mount antenna for the 2015g GSM/GPRS Network Interface module. This general purpose antenna is recommended for enclosure installations.	143.20	10740.00
31	25	605314855	2105 to 4200/6700 Series connect cable, built to length pf 25 ft., \$110.00 + \$1.00 per ft.	108.00	2700.00

City of Atlanta

QUOTATION NUMBER ISC- 137105

Item	Quantity	Catalog Number	Description	Unit Price	Total Price
32	3	687110005	ADFM Pro20-Canister. Includes sensor with 15 m (49 ft.) cable, NEMA 6P (IP68) canister enclosure, WinADFM software, and operation manual.	17622.00	52866.00
33	6	607004041	DC power cable pigtail for ADFM canister with Crown connectors	40.80	244.80
34	1	FREIGHT10	Standard Ground Freight Rate (Over \$100,000.00)	400.00	400.00
				TOTAL	673164.00

Shipping costs may change if shipping to more than one location. See www.isco.com for anti-boycott statement. This quotation is invalid if the product is to be used outside the United States.

FOB Destination-Prepaid & Added

These prices are valid for 90 days.

Charges for expedited or premium transportation shall be for the account of the purchaser.

Estimated shipment 3 - 5 week(s) after receipt of order.

By: _____

Prices include packing for domestic shipment.

Chuck Abbott

Any applicable sales tax is not included unless noted.

Southeast Regional Sales Mgr.

**Teledyne
Isco**

Teledyne Isco, Inc.
4700 Superior Street
Lincoln, NE 68504-1398

Phone: (800) 228-4373
Phone: (402) 464-0231
FAX: (402) 465-3022

Federal I.D. No.: 47-0461807
Duns No.: 00-727-4194



TELEDYNE ISCO

A Teledyne Technologies Company

Terms and Conditions of Sale

1. ACCEPTANCE

These Terms and Conditions of Sale ("Agreement") apply to all offers made by and orders accepted by Teledyne Isco, Inc. ("Teledyne"). Acceptance of your ("Buyer's") order is expressly conditioned upon Buyer's assent to these terms and conditions, excluding all other terms and conditions. Any change to this Agreement must specifically be agreed to in writing by an authorized representative of Teledyne.

Some of the terms set out here may differ from those in Buyer's order or offer, and some may be new. Teledyne's failure to object to provisions contained in any communication from Buyer does not waive any of the provisions of this Agreement.

Buyer's failure to reject this Agreement within 10 days after being informed of Isco's receipt of customer order, or Buyer's receipt of the goods or acceptance of the service, whichever occurs first, is Buyer's unconditional acceptance of these terms and conditions.

2. PRICES

The prices offered are valid for a period of thirty (30) days from the date of the proposal. The prices offered apply only to the specific quantities, specifications and delivery schedule set forth in the proposal. Any variation in quantity, specifications, or schedule may necessitate a price adjustment.

Prices are F.O.B. shipping point.

3. CREDIT APPROVAL AND PAYMENT

Credit terms, shipments, deliveries, and performance of work are at all times subject to the approval of Teledyne's credit department. Each shipment is a separate and independent transaction and payment must be made accordingly.

If, prior to shipment of an order, Buyer fails to fulfill the terms of payment of any prior invoice or if, in the opinion of Teledyne, the Buyer's financial condition has become impaired or unsatisfactory, Teledyne reserves the right to change without notice the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Teledyne has received acceptable assurance regarding prompt payment of future obligations. Balances remaining unpaid after the due date indicated on invoices are subject to a late payment charge of 1.5 percent per month (18 percent per year) together with expenses incidental to collection including reasonable attorney's fees and court costs. In the event of Buyer's bankruptcy or insolvency, Teledyne will be entitled to terminate any order then outstanding and to receive reimbursement for Termination under Article 10, Termination and Change Orders.

Standard Payment terms are net thirty (30) days from date of invoices.

Goods held for Buyer by Teledyne are at the Buyer's risk and expense.

4. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture and sale or lease of the goods covered by this order will be added to the purchase price and must be paid by Buyer, unless the Buyer provides Teledyne with a tax exemption certificate acceptable to the taxing authority.

5. SHIPPING TERMS AND RISK OF LOSS

All domestic sales by Teledyne are F.O.B. Teledyne Place of Shipment, as defined in the Uniform Commercial Code.

All international sales by Teledyne are Ex-Works, as defined by INCOTERMS 2000.

The Buyer agrees to remit payment to Seller for actual transportation charges or standard shipping and handling charges per Seller's pre-determined standard fee structures whichever applies.

6. TOOLING

Unless otherwise provided by special written agreement signed by Teledyne and Buyer, all equipment, tools, and designs produced, acquired, or used by Teledyne for the purposes of filling Buyer's order remain the property of Teledyne.

7. PACKING, PACKAGING, INSPECTION, TESTS, AND RETURN AUTHORIZATIONS

Teledyne provides normal commercial packing, packaging, and Teledyne's usual tests at the quoted prices. Any additional requirements, including without limitation Buyer's source inspection, are at Buyer's expense.

The goods under this Agreement are furnished with Teledyne's usual inspection standards at the place of manufacture. If Teledyne and Buyer agree that Buyer is to inspect or provide for inspection at the place of manufacture, that inspection may not interfere unreasonably with Teledyne's operations, and the Buyer's approval or rejection must be made before shipment of the goods.

Buyer will promptly notify Teledyne of nonconformance(s) in the goods and afford Teledyne a reasonable opportunity to inspect the goods. No goods may be returned without Teledyne's authorization.

Failure to follow Teledyne's return procedures could result in lost goods, delays, additional service or restocking charges, warranty denial, or refusal of a shipment. All goods returned to Teledyne must be clearly identified with a return authorization number (RAN), which Teledyne will assign in writing once it determines that the goods should be returned for evaluation or repair. The RAN must appear on the shipping label and all paperwork associated with the return. Teledyne has the right to reject goods returned without the correct Return authorization number (RAN) clearly marked on the outside of the shipping container.

Granting a return authorization does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without fee.

8. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT (FCPA)

For any resale, export, or re-export of the goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the U. S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd1 through 78dd3, as amended.

9. DELIVERY AND FORCE MAJEURE

Shipping dates are approximate and require prompt receipt of all necessary information from Buyer. Teledyne is not liable for any damages, procurement costs, or penalties. Without limiting the generality of the foregoing, Teledyne is not liable for delays due to weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier

or vendor delays, or any other causes beyond the reasonable control of Teledyne. In the event of delay, the date(s) of delivery will be deferred for a period that accounts for the time lost by reason of the delay. If the excusable delay under force majeure continues for more than six (6) months, Teledyne and Buyer each will have the option of terminating the affected Purchase orders under Article 10, Termination and Change Orders.

If Teledyne's production is curtailed for any of the above reasons so that Teledyne does not deliver the full amount released, Teledyne may allocate production deliveries among its various customers then under contract for similar goods. The allocation will be made in a commercially fair and reasonable manner. When allocation has been made, Buyer will be notified of the estimated quota made available.

10. TERMINATION AND CHANGE ORDERS

Buyer may request to terminate the order for convenience in whole or in part and Teledyne agrees to cooperate with Buyer in attempting to make such arrangements conditioned on Buyer paying Teledyne for deliveries made, and for the remainder of the work, its full direct and indirect costs, settlements with suppliers, related administrative, accounting, and legal costs, plus a normal profit.

All change order requests must be submitted by the Buyer in writing and will not be effective unless Teledyne consents in writing to the change. Charges may be assessed to the Buyer for changes to standard products. Charge will be assessed to Buyer for changes, deletions or cancellations for non-standard products.

11. LIMITED WARRANTY - HARDWARE

Teledyne warrants that its goods will be free from defects in material and workmanship for a period of 12 months from the date of original shipment. The specific warranty for a given product is the one in effect on date of shipment. In the event that Buyer identifies any defects in material or workmanship, Buyer will promptly notify Teledyne of the defective goods and the specific nature of the defect.

Teledyne at its sole discretion will repair or replace any such goods found by Teledyne to be defective after authorized return by Buyer. Buyer will return defective goods, transportation and insurance prepaid, in accordance with instructions issued by Teledyne. Teledyne's warranty does not apply to any goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN.

IN THE CASE OF GOODS OTHER THAN THOSE OF TELEDYNE'S OWN MANUFACTURE, TELEDYNE MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. THE ORIGINAL MANUFACTURER OF THE GOODS MAY OFFER A WARRANTY.

12. INDEMNIFICATION

Each party will hold harmless and indemnify the other party against all claims, judgments, costs and fees, including attorney fees, relating to infringement of U.S. patents, designs, copyrights, or trademarks to the extent that the infringing goods are manufactured, sold, and used in whole or in part to the indemnifying party's specifications.

To the extent that one party's employees or agents enter on the property owned or controlled by the other party, the first party will hold harmless the other party, its officers, directors, and employees for any property damage or personal injury or death caused by the first party's employees or agents.

13. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER, UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES, OR ANY DAMAGE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS CONTRACT, WHETHER BASED UPON BREACH OF THE CONTRACT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. TELEDYNE'S TOTAL LIABILITY INCLUDING BUT NOT LIMITED TO LIABILITY FOR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS IS LIMITED TO NO MORE THAN THE AMOUNT PAID TO TELEDYNE UNDER THIS ORDER AND BUYER AGREES TO INDEMNIFY TELEDYNE FOR ANY EXCESS AMOUNTS. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

14. ARBITRATION AND LAW

Disputes which arise under this order and which cannot be settled amicably by the parties will be settled by arbitration in Lincoln, Nebraska in the United States of America under the prevailing rules of the commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court of competent jurisdiction. Arbitration awards and decisions are subject to Article 13, Limitation of Liability.

The laws of the State of Nebraska excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods ("CISG"), govern the interpretation and enforcement of this contract.

15. UNENFORCEABLE PROVISIONS

In the event that one or more provisions of this Agreement is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision which lawfully enforces the parties' intention underlying the invalid or unenforceable provision.

16. WHOLE AGREEMENT; AMENDMENT

This document is the entire understanding between the parties, and it supersedes all previous or additional agreements, arrangements and drafts. This Agreement may be amended or modified only by agreement of authorized representatives of the parties to this Agreement in writing.



TELEDYNE ISCO

A Teledyne Technologies Company

4700 Superior Street

P.O. Box 82531

Lincoln NE 68501

P: 402.464.0231 F: 402.464.0318

Toll Free: 800.228.4373

E-Mail: info@isco.com

7/21/2009

City of Atlanta

City of Atlanta Procurement Department

Atlanta GA.

Sole Source Certification

This letter is to certify that Teledyne Isco, Inc., PO Box 82531, 4700 Superior Street, Lincoln, NE, 68504 is the sole source supplier of Isco automatic wastewater sampling and flow meter products. These products include, but are not limited to automatic samplers (model numbers GLS, 3700, 6712, Glacier and Avalanche), automatic refrigerated samplers (model numbers 4700 & 6712FR), portable refrigerated automatic samplers, flow meters (model number 2100 series to include 2101, 2102, 2103C, 2103G, 2105, 2105C, 2105G, 2110, 2150), continuous wave area velocity flow meters, pulse Doppler ADFM flow meters, rain gauges, multi-parameter products, pump station flow monitors, power sources, connecting cables, associated hardware, replacement peripherals, as well as Flow Link and pump link software.

Your local Teledyne Isco representative is Kazmier and Associates in Alpharetta, Georgia. They can be reached at (770) 475-2242. They have an exclusive contract with Teledyne Isco to sell our products in Georgia, and eastern TN. You can contact them or Teledyne Isco to purchase new products; however, we would prefer that on replacement parts or repair parts that you contact Teledyne Isco in Lincoln, Nebraska.

Please be certain to contact me with additional questions, or if further clarification is required.

Regards,

Chuck Abbott

Southeastern Regional Sales Manager

Teledyne Isco, Inc.

500 Autumn Ridge Dr.

Canton, GA. 30115

Office line. 770-720-4680

Cell Phone. 402-770-6017

cabbott@teledyne.com

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____ Maisha L. Wood _____

Contact Number: _____ (404) 330-6887 _____

Originating Department: _____ Department of Watershed Management _____

Committee(s) of Purview: _____ City Utilities _____

Chief of Staff Deadline: _____ August 18, 2009 _____

Anticipated Committee Meeting Date(s): _____ September 2, 2009 _____

Anticipated Full Council Date: _____ September 8, 2009 _____

Legislative Counsel's Signature: _____

Commissioner Signature: _____ *Robert J. Foster* ^{RP} _____

Chief Procurement Officer Signature: _____ *Adam Rhin* _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOLE SOURCE PURCHASE WITH TELEDYNE ISCO INC. FOR FLOW METERING EQUIPMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$673,164.00); ALL CONTRACT WORK SHALL BE CHARGED TO AND PAID FROM THE LISTED FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS IN THE FOLLOWING AMOUNTS: \$606,500.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316001 (EQUIPMENT \$1,000-\$4,999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; \$66,664.00 - 5051 (WATER AND WASTEWATER REVENUE FUND) 170603 (DWM INDUSTRIAL WASTEWATER MONITORING) 5316002 (EQUIPMENT \$0-\$999) 7210000 (PROTECTIVE INSPECTION ADMINISTRATION) ; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$673,164.00

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) *8/18/09* (date)

Received by Mayor's Office: _____ Reviewed by: _____
(date) (date)

Submitted to Council: _____ (date)